

AN ORDINANCE approving the awarding of Reference #1429 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and TECO, INC. for the Traffic Engineering Department.

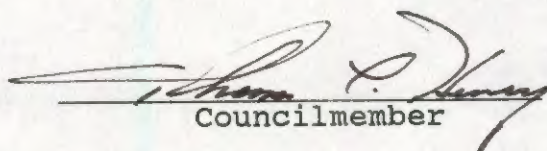
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1429 between the City of Fort Wayne, by and through its Department of Purchasing and TECO, INC. for the Traffic Engineering Department, respectfully for:

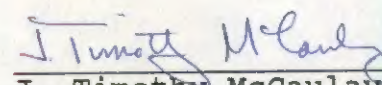
the purchase of a 2-1/2 ton cab and chassis for the Traffic Engineering Department.

involving a total cost of Ninety-One Thousand Seven Hundred Ninety-Six and no/100 Dollars (\$91,796.00), all as more particularly set forth in said Reference #1429 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REFERENCE NO. 1429
2 1/2 TON CAB & CHASSIS
TRAFFIC ENG

ITEM	TECO	TOM WOOD
TRUCK	\$90,966.00	NO BID
LESS TRADE	\$800.00	
OPTIONAL BODY	\$1,630.00	
TOTAL	\$91,796.00	

DELIVERY TIME	160-180 DAYS
VALIDITY OF BID	10/29/90

REF. NO.: 1429
DEPT.: TRAFFIC ENGINEERING
DATE: 10/5/90
ITEM/SERV.: 2 1/2 TON CAB & CHASSIS

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 9/11/90 & 9/18/90
OPENING DATE: 10/4/90
WRITTEN QUOTE:
DUE DATE:
VERBAL QUOTE:
SINGLE SOURCE:
NO. OF VENDORS NOTIFIED: 30
NO. OF VENDORS RECEIVING BID: 8
NO. OF VENDORS RETURNING BID: 1
NO. OF VENDORS DISQUALIFIED: 0
NO. OF VENDORS NOT RESPONDING: 29
DATE SENT TO DEPT FOR RECOMM.: 10/4/90
DATE RECOMMENDATION REC'D IN PURCH: 10/5/90

COUNCIL INFORMATION DATES SENT EXTENSION DATES
DATE INFO SENT TO LAW DEPT.: 10/5/90
INTRODUCTION DATE: 10/9/90
DISCUSSION DATE: 10/16/90
PASSAGE DATE: 10/23/90
ORDINANCE NO.:



October 2, 1990

Department of Purchasing
City of Fort Wayne
One Main Street - Room 350
Fort Wayne, Indiana 46802

Subject: Bid Reference #1429
Bid Opening Date - 10/04/90 @ 11:00 AM

Dear Sir or Madame:

We are pleased to submit the attached price quotation for one (1) new Gemini aerial device as requested by TRAFFIC ENGINEERING.

The following optional equipment is available at the additional price shown below. Please add these prices to the total unit cost shown on page seven (7) of the specifications attached.

Dura-Glass Fiberglass Body - in lieu of Mo-Lo body included in base price. Both bodies are approved by TECO, however, Dura-Glass comes closer to meeting the compartment width specifications.

Add . . . \$1,630.00

NOTE: THE BID ATTACHED IS ONLY VALID UNTIL OCTOBER 29, 1990. AFTER THIS DATE THE CHASSIS PRICE WILL INCREASE BY AN UNDETERMINED AMOUNT DUE TO NEW FEDERAL EMISSIONS STANDARDS BEING IMPOSED ON CHASSIS MANUFACTURER.

Thank you for the opportunity to quote your equipment needs. We hope that you will find our quotation favorable and that TECO may be of service to you.

Cordially,

TECO, INC.

A handwritten signature in cursive script, appearing to read "Tim Dammeyer".

Tim Dammeyer
Sales Coordinator

TD/cc

enc.

cc: John Mattix
TECO Sales Representative

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 10-4-90 @ 11:00 AM BID REFERENCE # 1429

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR ONE (1) NEW 1991 MODEL 2 1/2

TON CAB & CHASSIS WITH 45' REARMOUNT DIGGER DERRICK WITH UTILITY
BODY & ACCESSORIES PER SPECIFICATIONS
AND REQUESTED BY TRAFFICE ENGINEERING

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____%
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME TECO, INC.

STREET ADDRESS 9733 Indianapolis Road

CITY Ft. Wayne, IN PHONE # (219) 747-1631

BY Tim Dammeyer Tim Dammeyer
REPRESENTATIVE SIGNATURE

ABOVE NORMAL OPERATING PRESSURE, INDICATING THAT A STRUCTURAL OVERLOAD CONDITION EXISTS, CONTROL CIRCUITS FOR WINCH UP, DIGGER DIG, BOOM DOWN AND BOOM EXTEND WILL AUTOMATICALLY DEACTIVATE. ALL CONTROLS WHICH REDUCE OVERLOAD WILL REMAIN OPERABLE, ENABLING RECOVERY FROM THE OVERLOAD. WHEN OVERLOAD CONDITION IS ELIMINATED, ALL CONTROL FUNCTIONS WILL AUTOMATICALLY BECOME OPERABLE.

2. HYDRAULIC SYSTEM - SHALL BE OPEN CENTER/PRESSURE COMPENSATING COMBINATION RECEIVING FLOW FROM A TANDEM VANE AND PISTON PUMP WHICH PRODUCES A COMBINE FLOW OF 40 TO 45 GPM AT 1,800 RPM SHAFT SPEED. THE RESERVOIR SHALL HAVE A CAPACITY OF 60 GALLONS MINIMUM. THE SYSTEM SHALL BE EQUIPPED WITH A 10 MICRON RETURN FILTER AND A 200 MESH PUMP SUPPLY FILTER WITH A MAGNETIC SUCTION SEPERATOR. THE PUMP SUPPLY LINE SHALL BE 2 INCH AND A 2 INCH GATE VALVE TO BE INSTALLED TO FACILITATE RESERVOIR MAINTENANCE.
3. BOOM TIP WINCH - SHALL BE WORM GEAR WINCH EQUIPPED WITH A SPRING APPLIED OIL COOLED FRICTION BRAKE THAT HOLDS THE WINCH DRUM UNTIL HYDRAULIC PRESSURE IS AGAIN APPLIED TO THE HYDRAULIC MOTOR, 12,000 # CAPACITY MINIMUM.
4. WINCH LINE - 60 FOOT OF 1 INCH SYNTHETIC ROPE, 100% POLYESTER BRAIDED, HIGH STRENGTH, LOW STRETCH AND ABASION RESISTANT.
5. AUGER STOW PROTECTION - THE SYSTEM SHALL PROVIDE FOR A BYPASS VALVE TO BE INSTALLED ON THE AUGER STOW BRACKET. IF THE AUGER IS POWERED INTO THE BRACKET TOO FAR, THE BYPASS VALVE IS ACTIVATED AND POWER TO THE AUGER IS SHUT OFF ELIMINATING TO MUCH STRESS ON THE STOW ROPE.
6. SIDE LOAD PROTECTION - SHALL PROVIDE FOR A HYDRAULIC MEANS TO REDUCE POSSIBLE DAMAGE FROM EXCESSIVE SIDE PULL WHICH COULD BE CAUSED DURING WINCH OR DIGGER OPERATION.
7. POLE GUIDE/3RD STAGE INTERFERENCE STOP - THERE SHALL BE PROTECTION FROM THE 3RD STAGE BOOM BEING EXTENDED BEFORE THE POLE GUIDES ARE ROTATED UP TO ELIMINATE INTERFERENCE.
8. AUXILIARY OUTRIGGERS - "A" FRAME TYPE OUTRIGGERS MOUNTED BEHIND THE CAB AT THE END OF THE SUBFRAME.

9. DIGGER - SHALL BE 12,000 FT/LB SINGLE SPEED DIGGER. AN 8,700 FT/LB RATED STALL TORQUE HYDRAULIC EARTH BORING MACHINE WITH A 20 RPM MAXIMUM OPERATING SPEED. THE DIGGER SHALL HAVE A 12,000 FT/LB MAXIMUM OPERATING RUNNING TORQUE. INSTALLATION SHALL INCLUDE HOSES, HOSE TRACK, TRANSFER MECHANISM WHICH SHALL AUTOMATICALLY TRANSFER THE DIGGER TO THE MAIN BOOM WHEN THE DIGGER AND AUGER ARE UNSTOWED, AND A BOOM AUGER STOW BRACKET WILL BE MOUNTED FOR LEFT HAND STORAGE. ALSO INCLUDED SHALL BE A 2 1/2" HEX SHAFT EXTENSION - 72" LONG.
10. NYLON DIGGER STOW STRAP - SHALL HAVE STRAP 1" WIDE BY 2 PLY NYLON WITH LOOPS AT BOTH ENDS. STRAP SHALL BE 8.5' LONG.
11. AUGER - AUGER FLITES HAVE 5/16" WALL THICKNESS WITH A 3 3/4" DIAMETER CENTER BY 49" IN LENGTH. AUGERS HAVE PENGO HEADS. THE AUGERS THAT WILL BE PROVIDED SHALL BE 12", 18", 24", 36".
12. SWIVEL HOOK - WITH BOLT TYPE ANCHOR SHACKLE FORGED, QUENCHED AND TEMPERED. FIVE (5) TON WORK LOAD RATING. SWIVEL HOOK WITH LATCH AND ANCHOR SHACKLE ASSEMBLY WEIGHT AT 13 POUNDS.
13. POLE GUIDE - SHALL BE HYDRAULICALLY OPERATED GUIDES TILTING 50 DEGREES FROM THE UPRIGHT STOWED POSITION AND OPEN/CLOSE HYDRAULICALLY BY A CYLINDER/GEAR DRIVE. THE POLE GUIDE SHALL STOW ON TOP OF THE BOOM TO AVOID ROPE INTERFERENCE. THE HYDRAULIC POLE GUIDE SHALL BE TRANSFERABLE FROM STATE 2 TO STATE 3.
14. BASKET - SHALL BE MOLDED IN ONE PIECE WITH A COMBINATION OF MULTIPLE LAYERS OF WOVEN ROVING AND POLYITE RESIN WITH THE EXTERIOR SURFACES TO BE SEALED IN GELCOAT. A RUBBER MAT SHALL BE CEMENTED TO THE BOTTOM OF THE BASKET. A STEP SHALL BE PROVIDED ON THE OUTSIDE OF THE BASKET FACING THE CARGO AREA. THE BASKET SHALL BE ATTACHED BY A PIN AND IT'S RETAINER KEEPER PIN AND LOCK. FIBERGLASS PIN ON BASKET SHALL MEASURE 24" X 24" X 42". A DISC BRAKE SHALL BE PROVIDED TO SECURE THE BASKET IN A SELECTED POSITION WHEN LEFT INSTALLED FOR ROAD TRAVEL. A RING BOLT WILL BE ATTACHED TO THE BOOM TIP FOR SAFETY BELTS. THE BASKET SHALL BE ELECTRICALLY TESTED IN WATER TO ASSURE NO

*Includes winch control.

BREAKTHROUGH AT 30K VOLTS. THE MINIMUM THICKNESS OF THE BASKET SHALL BE 1/4". AUXILIARY CONTROLS ON THE BOOM TIP SHALL BE USED TO ALLOW OPERATION OF THE BASKET.

15. PLATFORM COVER - SHALL BE MADE FROM REINFORCED VINYL MATERIAL WHICH IS WATERPROOF AND SHOULD HAVE EXCEPTIONAL RESISTANCE TO CHAFING OR TEARING.

16. HYDRAULIC TOOL OUTLETS - SHALL BE INSTALLED AT BOOM TIP.

*To be mounted on an extended shaft to the boom tip winch.

17. BUTTERFLY TAKEUP REEL - SHALL BE MOUNTED ON CURB SIDE OF BODY FOR USED WHEN PULLING CABLE. REEL SHALL BE REMOVEABLE LEAVING ONLY MOUNTING SHAFT AT CURBSIDE.

18. POWER TRANSFER OVERLOAD (PTO) - FOR AUTOMATIC TRANSMISSION.

19. INSTALLATION AND PAINT - DIGGER DERRICK SHALL BE INSTALLED AND PAINTED TWO COATS YELLOW DUPONT ENAMEL.

20. SUBFRAME - FOR A 108" CAB TO AXLE CHASSIS.

21. LONGITUDINAL COMPARTMENT - INSTALL AT REAR WITH A LOCKING COMPARTMENT.

22. HYDRAULIC TOOL CIRCUIT - INSTALL FOR GROUND TOOLS AT REAR OF BODY. THE SYSTEM SHALL WORK OFF THE PRESSURE COMPENSATING HYDRAULIC SYSTEM.

23. LIGHTED LOWER CONTROL CONSOLE.

24. ENGINE TACHOMETER - INSTALL AT LOWER CONTROLS.

25. REMOTE START/STOP - INSTALL AT THE LOWER CONTROLS.

THE UTILITY BODY AND ACCESSORIES:

THE UNIT SHALL BE A FIBERGLASS CUSTOM BODY WITH THE FOLLOWING SPECS FOR MOUNTING ON A 108" CAB TO AXLE CHASSIS OR EQUAL.

*Mo-Lo Fiberglass Body

BODY DIMENSIONS

-

OVERALL LENGTH 148"
COMPARTMENT HEIGHT 45"
COMPARTMENT DEPTH 18"

BODY COMPARTMENT -

ALL STREETSIDE:

22" Wide	1RST VERTICAL - 24" WIDE, 5 MATERIAL HOOKS (1,3,1)
20.5" Wide	2ND VERTICAL - 24" WIDE, 2 ADJUSTABLE SHELVES
28" Wide	3RD VERTICAL - 24" WIDE, 2 ADJUSTABLE SHELVES
55" Wide	HORIZONTAL - 54" WIDE, OPEN STORAGE
20.5" Wide	REAR VERTICAL - 22" WIDE, OPEN STORAGE
	HOTSTICK SHELF- FULL LENGTH WITH ACCESS DOOR REAR

ALL CURBSIDE:

22" Wide	1RST VERTICAL - 24" WIDE, 5 MATERIAL HOOKS (1,3,1)
20.5" Wide	2ND VERTICAL - 24" WIDE, GRIP STRUT ACCESS STEPS W/TWO GRAB HANDLES.
28" Wide	3RD VERTICAL - 24" WIDE W/FOUR (4) SLIDE OUT DRAWERS.
55" Wide	HORIZONTAL - 54" WIDE, 1 DIVIDER TRAY, 1 SHELF
20.5" Wide	REAR VERTICAL - 22" WIDE, OPEN STORAGE

BODY -

*Standard non-skid compartment tops provided.	TREADPLATE COMPARTMENT TOPS FULL WIDTH TREADPLATE BUMPER STEP AND RISER FOR PINTLE HOOK. PRIME PAINT: CANDY APPLE RED
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ACCESSORIES -

*TECO will provide pole carrier and design the best way to build it with the configuration of body, chassis, and digger derrick being quoted.

INSTALL AND PAINT TWO COATS DUPONT ENAMEL CANDY APPLE RED.
LIGHTS AND REFLECTORS IN ACCORDANCE WITH FMVSS#108.
HOLLAND PH-75 PINTLE HOOD INSTALL WITH SAFETY CHAIN EYES AND CHASSIS FRAME REINFORCEMENT.
ONE SAFETY BELT AND LANDYARD.
ONE PAIR OF TWO HOOKS INSTALLED AT THE REAR OF BODY.
ONE PAIR OF MUDFLAPS INSTALLED.
ONE (1) POLE CARRIER TO BE ATTACHED TO THE FRONT BUMPER AND THE UTILITY BODY WITH HINGED SECTION AT THE FRONT TO ALLOW FOR TILT HOOD CAB, IF TILT HOOD IS SUPPLIED.

CHASSIS:

WHEEL BASE - WB. = 176", CA. = 108"

ENGINE - GASOLINE 7.0 L., 429 CU/IN. 4V. 213 HP.
3600 RPM, 50S MINIMUM.

TRANSMISSION - ALLISON MT. 643, 4 SPEED AUTOMATIC

REAR AXLE - DUAL REAR WHEEL. 2100 LB. ROCKWELL,
RS-21-145 STL IS. AXLE RATIO 7.17

FRONT AXLE - 12000 LB. FRONT AXLE MINIMUM.

FRONT SUSPENSION - 12000 LB. MINIMUM.

REAR SUSPENSION - 23000 LB. MINIMUM W/4500 LB AUX.

FRAME - SINGLE CHANNEL RIVETED, 15.9 SM 110,000 PSI

BRAKES - HYDRAULIC FRONT DISC., HYDRAULIC REAR DRUM
15" X 6" X 3/4" MINIMUM.

BRAKE EQUIPMENT - HYDRAULIC BOOSTERS
BRAKE ADJUSTER FRONT & REAR
PARKING BRAKE SPRING SET-REAR AXLE

STEERING - POWER STEERING.

SHOCKS - FRONT DOUBLE ACTION TELESOPPING.

ALTERNATOR - 75 AMP MINIMUM.

BATTERY - 71 AMP 535CCA MINIMUM.

GAUGES - WATER TEMP, FUEL, SPEEDOMETER. HR METER. AMP
AND OIL PRESSURE.

SEATING - LAP AND SHOULDER BELTS, FULL BENCH W/BLACK
VINYL.

INTERIOR EQUIPMENT - STEERING WHEEL 18" DIAMETER
RADIO ELECTRONIC FM
SUN VISORS LEFT AND RIGHT
CIGAR LIGHTER, DASH MOUNTED
HEAVY DUTY HEATER W/AIR COND.
DUAL ELECTRIC HORNS

EXHAUST SYSTEM - HORIZONTAL MUFFLER PIPED ON LEFT SIDE.

THROTTLE - LOCKING T-HANDLE TYPE.

FRONT TIRES - TUBE TYPE, BIAS 10.00-20 14 PR GOODYEAR
SUPER. H. MILLER OR EQUIVALENT.

REAR TIRES - TUBE TYPE, BIAS 10.00-20 14 PR GOODYEAR
CUSTOM XRA GRIP H. MILLER OR EQUIVALENT.

FRONT WHEELS - CAST SPOKED, 2 EACH 020 X 8.00

REAR WHEELS - CAST SPOKED, 4 EACH 020 X 8.00

CHASIS EQUIPMENT - BUMPER FRONT FULL WIDTH W/TOW HOOKS
FRONT.

FUEL TANK - STEP TANKS, STEEL, DUAL 50 GAL. LH & RH STEP
STEEL.

PAINT - CANDY APPLE RED OR EQUIVALENT.

MANUALS - TWO SERVICE MANUALS ON ALL EQUIPMENT.

WARRANTY - GIVE DESCRIPTION OF ALL WARRANTIES AND
COMPONENTS AVAILABLE.

TRADE-IN - PRICE SHALL REFLECT CREDIT GIVEN FOR TRADE-IN
OF A 1967 CHEVROLET W/UTILITY BODY AND DIGGER-
DERRICK, TE UNIT #37529.

UNIT COST: \$90,966.00

LESS ANY DISCOUNTS: \$

LESS TRADE-IN: \$800.00

TOTAL: \$90,166.00

DELIVERY TIME ARO: \$ *

VALIDITY OF BID PRICE: \$ The bid is valid until October 29, 1990
(IN CALENDAR DAYS) After this date, the chassis price will
increase due to the new Federal Emmissi
FOB: FORT WAYNE Standards.

MAKE: TECO, INC.

MODEL: Atlas A45R-FB22-ATX0

* Delivery: Approximately 160-180 days after receipt of purchase order or 45-60 days
after receipt of chassis and/or body, whichever is greater.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: October 2, 1990
 1. Governmental Unit: City of Fort Wayne
 2. County: Allen
 3. Bidder (Firm): TECO, INC.
 Address: 9733 Indianapolis Road
 City/State: Fort Wayne, IN 46809
 4. Telephone Number: (219) 747-1631
 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Jim Dammege
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
	1	1	1991 Ford 2-1/2 Ton, Cab & Chassis with 45' Rearmount Digger Derrick	\$90,966.00	\$90,966.00*

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
 Allen COUNTY) SS:

*Price above does not include trade price of \$ 800.00.

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

TECO, INC.

Bidder (Firm)

Jim Dammege
Signature of Bidder or Agent

Subscribed and sworn to before me this 2nd day of October, 19 90.

My Commission Expires: 1-15-91

County of Residence: Allen

Elizabeth A. Maher
Notary Public

Elizabeth A. Maher
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for _____ classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Name(s): _____

Date: _____



FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Teco, Inc.**
9733 Indianapolis Road, Fort Wayne, IN 46809
as Principal, hereinafter called the Principal, and
The American Insurance Company

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne, Allen County, IN

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Maximum Bid -----
----- Dollars (\$) //////////////////////////////////

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One(1) new 1991 Model 2 1/2 Ton Cab & Chassis with
45' Rearmount Digger Derrick with Utility Body & Accessories

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of October A.D. 19 90


(Witness)

Teco, Inc.

(Principal)

(Seal)


(Title)

The American Insurance Company

(Surety)

(Seal)


(Witness)


Attorney in fact

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Parsippany, State of New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint HARRY A. CRAWFORD, RONALD J. HARRUFF, LEONARD B. KOELLER, JAMES E.

VAN DYCK, HAROLD E. EVERETT, DUWAN F. TAGMEYER, JEFFREY C. JOHNSON, CONNIE S. OVERHOLSER, LORETTA A. SPRING, SUZANNE HOPPER, CARLA J. McQUEEN, VICKI L. LEININGER and JANNETT K. YUHAS
FORT WAYNE, IN jointly or severally

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to

be hereunto affixed this 25th day of August, 1989



THE AMERICAN INSURANCE COMPANY

By

R. D. Farnsworth

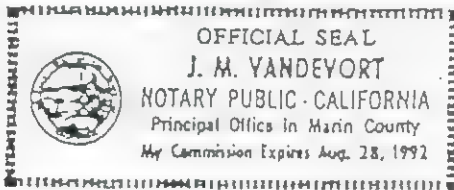
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 25th day of August, 1989, before me personally came R. D. Farnsworth to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



J. M. Vandevort

Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 4th day of October, 1990



Loretta A. Spring

Resident Assistant Secretary

FORD F800

TECO INC.

TECO914

Page: 6

10:11:10=====V4.16

Warranty and ESC -- coverage code: 1H

Component	Time and Mileage*	P & L Cove.
Total Vehicle*	0-12 Mo./Unlimited Miles	100%
Engine	0-12 Mo./Unlimited Miles 13-24 Mo./Unlimited Miles	100% 50%
Drivetrain	0-12 Mo./Unlimited Miles 13-24 Mo./Unlimited Miles	100% 50%
Clutch (excluding clutch lining)	0-12 Mo./Unlimited Miles	100%
Frame	0-60 Mo./Unlimited Miles	100%
Air Conditioner	0-12 Mo./Unlimited Miles	100%
Cab Corrosion	0-36 Mo./Unlimited Miles	100%
Cab Structure	0-12 Mo./Unlimited Miles	100%
Emissions	0-12 Mo./Unlimited Miles 13-60 Mo./0-50,000 Miles	100% 100%

*NOTE: Except where the table shows otherwise, all coverages begin at the time of vehicle delivery to first user and are limited to the indicated number of months or total lifetime vehicle miles, whichever occurs first. Coverages do not include tires, batteries, maintenance items, Allison automatic transmissions, diesel engines not manufactured by Ford, or any equipment not installed by Ford.



January, 1989

LIMITED WARRANTY

TECO, Inc., warrants to the owner all new and unused machinery manufactured and sold by TECO, Inc. are from proper materials and quality workmanship and free under normal use and service from defects for a period of one (1) year from the date of shipment of the unit from our plant. If within one (1) year from the date of shipment of the unit from our plant, any part proves in our opinion, after our inspection, to have been defective, our liability under this warranty shall be limited to replacement of the defective part or parts without charge F.O.B. Fort Wayne, Indiana. Where claims of defects are made, if required by TECO, the parts shall be delivered to TECO, Inc. prepaid.

For the first ninety (90) days of the warranty year, there will be no charge for labor performed at the user's location. For the remainder of the warranty year, labor will be charged at TECO's prevailing rate. There will be a charge for travel time and expenses. However, during the second ninety (90) days of the warranty year there will be no charge for labor if the unit is furnished to and repaired at a TECO facility.

Any surviving warranty shall be terminated where evidence indicates lack of prescribed maintenance, misuse of the equipment, or unauthorized modification or disassembly of components.

This warranty shall not apply to the vehicle or any other items made by others which may be supplied by TECO on special order. TECO hereby assigns any vehicle manufacturer's warranty on said vehicle to the purchaser and also assigns any manufacturer's warranty applicable to other special items not made by TECO.

TECO assumes no responsibility for costs of repairs not previously authorized by TECO. TECO assumes no liability for injury or damage to the property or persons or loss of time resulting from the use of said unit.

Under no circumstances shall TECO, Inc. be liable for delays, deprivation of use, or any other damages, direct, indirect, incidental or consequential, which the purchaser or those claiming under it may incur or claim to incur as a result of any alleged defect in the equipment or because the equipment does not operate to purchaser's satisfaction.

THE WARRANTY STATED ABOVE CONSTITUTES THE ENTIRE WARRANTY OF SELLER WITH REGARD TO ITS SALE OF THE EQUIPMENT. IT IS EXPRESSLY AGREED THAT THE REMEDY OF THE PURCHASER AND THOSE CLAIMING UNDER IT AS STATED ABOVE IS EXCLUSIVE. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.

TECO, Inc.
FORT WAYNE, INDIANA

1-89-1

Read the first time in full and on motion by Henry, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City County Building, Fort Wayne, Indiana, on _____, the _____ of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 10-9-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				
REDD	<u>✓</u>			<u>✓</u>
SCHMIDT				
TALARICO	<u>✓</u>			<u>✓</u>

DATED: 10-23-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 242-90
on the 23rd day of October, 1990,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of October, 1990 at the hour of 2:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of October, 1990, at the hour of 11:30 o'clock A. M., E.S.T.

11/2/90
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1429 for a 2 1/2 ton cab and chassis for the Traffic Engineering Department. The cost reflects the most responsive vendor.

D-90-10-01.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: One (1) new 1991 model 2 1/2 ton cab & chassis with 45 ft rear mount digger derrick, utility body and accessories. This will replace the existing 23 year old line truck which has had major problems and is no longer used in the Signal Division operations.

EFFECT OF NON-PASSAGE: Signal Division will not be able to replace signal hardware damaged in accidents, modernize signalized intersection systems or install new signal systems without contracting out equipment from specialized equipment leasing agencies.

MONIES INVOLVED: Teco, Inc \$91,796.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Traffic Eng 138-011-OFFC-4398

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-90-10-01

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GiaQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of
Reference #1429 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and TECO, INC. for the
Traffic Engineering Department

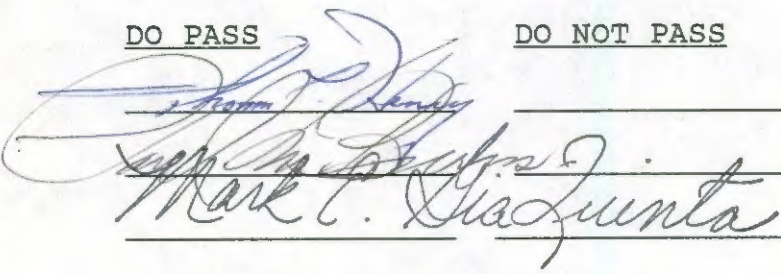
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC



DATED: 10-23-90

Sandra E. Kennedy
City Clerk